



**REAL ESTATE  
AUCTION  
BIDDER'S  
PACKET**

**SUBJECT PROPERTY**

<b>Parcel ID:</b>	A02000100190009000	<b>Taxing District:</b>	FAIRBORN CITY
<b>Owner Name:</b>	MILBY ROSELLA M	<b>Acres:</b>	
<b>Property Address:</b>	317 ARCHER DR	<b>Class:</b>	RESIDENTIAL
<b>Mailing Address:</b>	317 ARCHER DR FAIRBORN OH 45324	<b>Land Use:</b>	510
<b>Description:</b>	VICTORY PARK ALL LOT 803 317 ARCHER DR	<b>Land Use Codes:</b>	
		<b>Neighborhood Code:</b>	00104000
		<b>Zoning:</b>	R-4
		<b>Delinquent Taxes Due:</b>	\$0.00



A02000100190009000 02/16/2012

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**General Property Details**

<b>Card #:</b>	1	<b>Sq. Feet:</b>	1110	<b>Year Built:</b>	1944
<b>Stories:</b>	1.00	<b>Exterior Walls:</b>	ALUMINUM/VINYL	<b>Style:</b>	CAPE COD
<b>Rooms:</b>	6	<b>Bedrooms:</b>	3	<b>Family Room:</b>	0
<b>Full Baths:</b>	1	<b>Half Baths:</b>	0	<b>Additional Fixtures:</b>	2
<b>Fireplaces:</b>		<b>Basement:</b>	FULL	<b>Rec Room Area:</b>	600
<b>Unfinished Area:</b>		<b>Attic:</b>	FULLY FINISHED	<b>Heat/Air:</b>	CENTRAL AIR CONDITION
<b>Fuel Type:</b>	GAS				

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**General Property Details**

		Value Details			
		APPRAISED	ASSESSED (35%)		
IMPROVEMENT VALUE			\$54,770.00		
LAND VALUE			\$13,500.00		
TOTAL VALUE			\$68,270.00		
CAUV (FARM) VALUE			\$0.00		
<b>LOWER</b>		<b>Improvement Details - Additions</b>			
	<b>FIRST</b>	<b>SECOND</b>	<b>THIRD</b>	<b>ARI</b>	
	OPEN CARPORT				
	FRAME				
	OPEN FRAME PORCH				
	FRAME				
<b>OBV DESCRIPTION</b>		<b>Out Building Improvement Details</b>			
FRAME OR CB DETACHED GARAGE		<b>YEAR BUILT</b>		<b>AI</b>	
				1973	
<b>TYPE</b>		<b>Land Details</b>			
<b>FRONT FOOT</b>	<b>DESCRIPTION</b>	<b>EFFECTIVE FRONTAGE</b>	<b>DEPTH</b>	<b>SQ FOOTAGE</b>	
	Regular Lot		45	120	

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**General Property Details**

	2013 TAX DETAIL - PAYABLE 2014		
	PRIOR DELQ	FIRST HALF	SECOND HALF
GROSS PROPERTY TAXES	\$0.00		\$964.37
TAX REDUCTION	\$0.00		(\$264.87)
SUB TOTAL	\$0.00		\$699.50
NON-BUSINESS CREDIT	\$0.00		(\$69.95)
OWNER OCCUPANCY CREDIT	\$0.00		(\$16.71)
HOMESTEAD REDUCTION	\$0.00		(\$224.09)
FARM RECOUPMENT	\$0.00		\$0.00
INTEREST/PENALTY	\$0.00		\$0.00
NET TAXES CHARGED	\$0.00		\$388.75
NET TAXES PAID	\$0.00		(\$388.75)
NET TAXES OWED	\$0.00		\$0.00
SPECIAL ASSESSMENT CHARGED	\$0.00		\$0.00
SPECIAL ASSESSMENT PAID	\$0.00		\$0.00
SPECIAL ASSESSMENT OWED	\$0.00		\$0.00
TOTAL AMOUNT CHARGED	\$0.00		\$388.75
TOTAL AMOUNT PAID	\$0.00		(\$388.75)
TOTAL AMOUNT OWED	\$0.00		\$0.00

PROJECT NO	PROJECT NAME	2013 SPECIAL ASSESSMENTS	
		1ST HALF TAX	2ND HALF TAX
No data to display			

TAX YEAR	DESCRIPTION	TAX SUMMARY INFORMATION		
		DELQ / INTREST	1ST HALF TAX	2ND HALF TAX
2013	REAL ESTATE TAXES	\$0.00	\$388.75	\$388.75
2012	REAL ESTATE TAXES	\$0.00	\$388.47	\$388.47
2011	REAL ESTATE TAXES	\$0.00	\$389.52	\$389.52
2010	REAL ESTATE TAXES	\$0.00	\$455.03	\$455.03
2009	REAL ESTATE TAXES	\$0.00	\$454.23	\$454.23
2008	REAL ESTATE TAXES	\$0.00	\$446.14	\$446.14
2007	REAL ESTATE TAXES	\$0.00	\$418.86	\$418.86
2006	REAL ESTATE TAXES	\$0.00	\$389.72	\$389.72
2005	REAL ESTATE TAXES	\$0.00	\$393.31	\$393.31
2004	REAL ESTATE TAXES	\$0.00	\$371.98	\$371.98

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DATE	TYPE	DESCRIPTION	PAYMENT INFORMATION FOR CURRENT AND PRIOR YEARS	
			DELQ / INTEREST	1ST HALF
3/3/2014	REAL	REAL ESTATE TAXES		\$0.00
6/24/2013	REAL	REAL ESTATE TAXES		\$0.00
2/5/2013	REAL	REAL ESTATE TAXES		\$0.00
7/5/2012	REAL	REAL ESTATE TAXES		\$0.00
1/25/2012	REAL	REAL ESTATE TAXES		\$0.00
7/14/2011	REAL	REAL ESTATE TAXES		\$0.00
1/25/2011	REAL	REAL ESTATE TAXES		\$0.00
6/30/2010	REAL	REAL ESTATE TAXES		\$0.00
1/28/2010	REAL	REAL ESTATE TAXES		\$0.00
7/16/2009	REAL	REAL ESTATE TAXES		\$0.00

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# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 317 Archer Dr. Fairborn, Ohio 45324

Buyer(s): \_\_\_\_\_

Seller(s): Estate Of Rosella M. Milby

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Joe Flatter, Jr. and real estate brokerage Ohio Real Estate Auctions LLC will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

Rosella M. Milby, EXEC  
SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_



Ohio Real Estate Auctions, LLC

CONTRACT TO PURCHASE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: \_\_\_\_\_

- 1. PROPERTY DESCRIPTION: The undersigned Purchaser agrees to purchase from the undersigned owner (seller) through Ohio Real Estate Auctions, LLC, (Broker), the following described real estate in Fairborn, Greene County, OH and known as 317 Archer Dr. Fairborn, Ohio 45324 AKA Victory Park All Lot 803
2. PRICE AND TERMS: Purchaser agrees to pay the amount of the high bid \$ \_\_\_\_\_ plus the buyer premium of \$ \_\_\_\_\_ for a Total Contract Price of \$ \_\_\_\_\_ for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) down payment of \$ 3,000.00 to apply toward the Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason other than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. BALANCE & CLOSING: The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before \_\_\_\_\_. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary.
4. Buyers will close through Ohio Real Estate Title 125 W. Main St. Fairborn, Ohio 45324
5. If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of \$ 100.00 per day after original closing date.
6. OBTAINING FINANCING: This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
7. BINDING OBLIGATION: Purchaser is buying the property As-Is, Where-Is and without Recourse. If Purchaser fails to close for any reason whatsoever, except a nonmarketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the property. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific performance of this agreement.
8. OWNER'S CERTIFICATION: Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except None; (c) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except None. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All Inspections must be completed prior to Auction. PURCHASER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
9. INDEMNITY: Seller and Purchaser recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
10. CONVEYANCE AND CLOSING: Seller shall convey marketable title to the Real Estate by General Warranty deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise): None

Buyers Initials \_\_\_\_\_

11. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.
12. **DISCLOSURE:**  Buyer  Seller - is a licensed Real Estate Broker or Sales Person.
13. **POSSESSION:** Possession shall be given  at closing,  \_\_\_\_\_ days after closing @ \_\_\_\_\_  AM  PM, subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
14. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
15. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
16. **TERMS:** The property sells:  to the high bidder regardless of price, or  subject to seller's confirmation.
17. \$ 3,000.00 must be deposited at the time of Auction as down payment by company, corporate or personal check (presented with positive I.D). This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust account of Ohio Real Estate Title as escrow agents for the sellers.
18.  A ten percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser.  No Buyer premium will be charged.
19. Taxes will be prorated using the method in which Seller's share is based upon the number of days from the date of the immediately preceding semiannual installment (June 30 or December 31) to the date of closing. Buyer will be assuming 6 months of accrued taxes.
20. This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information contained online was obtained by sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. Auctioneer reserves the right to bid on behalf of himself at any auction. The seller and Auction Company reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
21. Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder.
22. The  buyer,  seller shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title. The  buyer,  seller,  split 50/50, is responsible for survey cost, if a survey is required for a transfer. **\*Buyer is responsible for all other costs associated with closing.**
23. By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.

Buyers Initials \_\_\_\_\_

24. Real Estate is sold through Ohio Real Estate Auctions, LLC.

25. OTHER:

None

26. EXPIRATION AND APPROVAL: This offer is void if not accepted in writing on or before Close of Auction o'clock  A.M.  P.M.  Noon  Midnight EASTERN STANDARD TIME \_\_\_\_\_, 20\_\_\_\_\_.

27. Make Deed to: (print) \_\_\_\_\_.

The Purchaser has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

PURCHASER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

PHONE NUMBERS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

28. ACTION BY OWNER: The undersigned Seller has read and fully understands the foregoing offer and hereby:  accepts said offer and agrees to convey the Real Estate according to the above terms and conditions,  rejects said offer, or  counteroffers according to the modifications initialed by Seller(s). Counteroffer shall become null and void if not accepted in writing on or before \_\_\_\_\_ o'clock  A.M.  P.M.  Noon  Midnight EASTERN STANDARD TIME \_\_\_\_\_, 20\_\_\_\_\_. Owner acknowledges that Agency Disclosure Statement has been signed.

29. SELLING FEES AND EXPENSES: Seller is to pay an auction selling fee and reimburse agreed expenses as per the Auction Contract.

Print

Sign

Date

SELLER: Estate of Rosella M Milby Rosella Milby, EXEC

SELLER: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

PHONE NUMBERS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

30. RECEIPT BY Ohio Real Estate Auctions, LLC: DATE \_\_\_\_\_ I hereby acknowledge receipt of \$ \_\_\_\_\_  cash  cashier's check  personal check # \_\_\_\_\_ made payable to \_\_\_\_\_ as downpayment;  other \_\_\_\_\_ in accordance with terms herein provided.

\_\_\_\_\_  
CO-OP REALTOR /BROKER FIRM

\$ \_\_\_\_\_ X \_\_\_\_\_ %

\_\_\_\_\_  
CO-OP AGENT / BROKER

PHONE \_\_\_\_\_

